

Indemnity Agreement

This Agreement, made and entered into as of this ____ day of _____, _____ by and among _____, and _____, the **SELF-INSURED WORKERS' COMPENSATION POOL**, hereinafter referred to as the "**POOL**," acting by and through its Board of Trustees, and all undersigned persons, partnerships, corporations, or other entities, hereinafter referred to as the "**MEMBER**."

Under the Tennessee Workers' Compensation Act, **Tenn. Code Ann. § 50-6-405(c)**, and **Tenn. Comp. R. & Reg. 0780-1-54** of the Tennessee Department of Commerce and Insurance, the Member wishes to combine their liabilities with other members of the pool in which the Pool shall pay all workers' compensation benefits.

The Member agrees that the Pool and each member that has entered into this agreement will, jointly and severally, assume and discharge by payment; all expenses, liabilities, and claims asserted against the Pool by any person or entity.

The Pool shall cancel the Member if the Member is more than one hundred twenty (120) days late in making a premium payment or if the Member does not pay an assessment when due. A Member who elects to terminate its membership or is cancelled by the Pool remains jointly and severally liable for the financial obligations of the Pool and its members incurred during any fund year in which the person was a Member of the Pool.

This agreement shall be irrevocable and remain in effect for the entire year in which the Member receives any workers' compensation coverage through the Pool, shall bind any successor in interest, and shall remain in effect as long as there is any obligation or liability of the Pool in this State.

(Applicant)

State of Tennessee

County of _____

Subscribed and sworn to before me this ____
Day of _____, _____

(Print Name and Title)

(Notary Public)

My Commission Expires: _____

(Witness) By: _____
(Chairman, Board of Trustees)